

303 F.3d 496, 500 (4th Cir. 2002). Ambiguities regarding the scope of an arbitration clause are resolved in favor of arbitration. See id. According to Adkins,

The FAA requires a court to stay “any suit or proceeding” pending arbitration of “any issue referable to arbitration under an agreement in writing for such arbitration.” 9 U.S.C. § 3. This stay-of-litigation provision is mandatory. A district court therefore has no choice but to grant a motion to compel arbitration where a valid arbitration agreement exists and the issues in a case fall within its purview.

Id. at 499-501.

Both parties agree the Rent to Own Agreement includes an arbitration provision, and neither party objects to their dispute proceeding to arbitration in accordance with the arbitration provision. The Court sees no reason why the parties’ dispute should not be arbitrated. Accordingly, the other motions by both parties are now moot.

IT IS, THEREFORE, ORDERED that Plaintiff’s Consent Motion to Stay Litigation Pending Arbitration (Doc. No. 10) is **GRANTED**. Additionally, Defendant’s Motion to Compel Arbitration and Dismiss this Proceeding or, in the Alternative, Stay this Proceeding Pending Arbitration (Doc. No. 8); and Plaintiff’s Motion for Extension of Time to File Response (Doc. No. 11) are **DENIED AS MOOT**. The parties are **ORDERED** to proceed to arbitration and must jointly submit a status report to the Court every sixty (60) days. Furthermore, the dispute must be resolved within six (6) months from the date of the Order. Failure to do so will result in Court action.

IT IS SO ORDERED.

Signed: April 13, 2015

A handwritten signature in black ink, appearing to read "Frank D. Whitney", is written over a horizontal line.

Frank D. Whitney
Chief United States District Judge

